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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

PENNY A. SCOTT, TIFFANY
LOCKETT, TOCASHEMA
WILLIAMS, AHMIR RINGO,
KAWANA ANDERSON, on behalf of
themselves and other aggrieved and
similarly-situated employees,

Plaintiffs,

v.

BLACKSTONE CONSULTING,
INC., a California Corporation; and
DOES 1 Through 10, inclusive,

Defendants.

CASE NO. 21CV1470 MMA (KSC)

**CLASS AND REPRESENTATIVE
ACTION**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: December 11, 2023

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I. INTRODUCTION

Plaintiffs seek final approval of a \$1,000,000 non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) Settlement with Blackstone Consulting, Inc. (“BCI” or “Defendant”), paying an estimated Net Settlement Amount (“NSA”) of \$536,712.59 to 1,311 Participating Class Members who worked for BCI at Kaiser Permanente facilities in California any time from May 21, 2017 to April 30, 2023. Declaration of Isam C. Khoury, (“Khoury Decl.”) ¶ 9; Declaration of Veronica Olivares on behalf of CPT Group, Inc. (“CPT Decl.”) ¶¶ 12-13.

The Settlement was preliminarily approved on August 1, 2023. ECF No. 42. On September 15, 2023, CPT mailed the Notice Packet to each Class Member. CPT Decl. ¶ 7. Support for the Settlement was strong. By the October 30, 2023 postmark date, CPT had received no objections, no workweek disputes, and seven valid requests for exclusion. CPT Decl. ¶¶ 10-11.

Skilled Class Counsel with decades of wage and hour class action experience, working on a contingency basis, obtained substantial recovery for the Class. Khoury Decl. ¶ 10. Participating Class Members will receive payments averaging \$409.39, with a highest payment of \$1,845.66 upon Settlement Approval. CPT Decl. ¶ 13. This substantial recovery, and the positive reaction of the Class, warrants finally approving the Settlement and awarding the reasonable fees, costs, and service payments requested. Khoury Decl. ¶ 11.

II. LITIGATION HISTORY

The Parties’ litigation history through their successful mediation on December 1, 2022 is detailed in the Settlement Agreement. Khoury Decl. ¶ 12, Ex. 1, Class Action and PAGA Settlement Agreement (“SA”) ¶ II(52-64). In short, Plaintiff Scott filed the instant class action in San Diego Superior Court on May 21, 2021, amending to add PAGA allegations on July 21, 2021. SA ¶ II(52). On August 18, 2021, the Scott matter was removed to this Court. SA ¶ II(53). In

2022, Plaintiff Ringo filed a PAGA complaint against BCI in Los Angeles County, which was thereafter removed, then remanded. SA ¶ II(54-55); Plaintiffs Lockett and Williams filed a class action against BCI in Riverside County, which was thereafter removed, then remanded. SA ¶ II(56-57); and Plaintiff Anderson filed separate class and PAGA actions against BCI. SA ¶ II(58-59). On December 1, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. SA ¶ II(58-59). Thereafter, the Parties executed a Memorandum of Understanding, then, after three months of joint drafting, the instant Settlement Agreement before this Court for approval. Khoury Decl. ¶ 13.

To effectuate the Settlement, on May 17, 2023 Plaintiff Scott filed a Second Amended Complaint, with leave of court, to add Ahmir Ringo, Tiffany Lockett, Tocashema Williams, and Kawana Anderson as named Plaintiffs to the instant action. Khoury Decl. ¶ 14, ECF Nos. 33-34. The same day, Plaintiffs moved for Preliminary Approval, which was granted on August 1, 2023. Khoury Decl. ¶ 15, ECF Nos. 39, 42. Since preliminary approval, the Parties have worked with the appointed Settlement Administrator, CPT Group, Inc., to process Class notice. Khoury Decl. ¶ 16.

III. PRE-SETTLEMENT INVESTIGATION AND DISCOVERY

Prior to mediation, Plaintiffs obtained, through informal discovery, class data, including payroll records and time records for a sampling of class members and named Plaintiffs, Defendant's employment handbook and various policies, and the applicable collective bargaining agreement. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Khoury Decl. ¶ 17, SA ¶ II(63). Plaintiffs further detailed this informal discovery in their Preliminary Approval Motion. Khoury Decl. ¶ 18, ECF No. 39-1, pp. 4-5.

IV. SETTLEMENT AND NOTICE

A. Settlement Terms

The parties agreed the Action may be settled for the Gross Settlement Amount of \$1,000,000 (“GSA”). The GSA includes, subject to Court approval: (a) Class Counsel Fees Payment up to \$333,333.33; (b) Class Counsel Litigation Expenses Payment up to \$25,000; (c) Class Representative Service Payments to Plaintiffs up to \$10,000 each; (d) Administration Expenses Payment up to \$15,000; (e) and PAGA Payment of \$50,000 (with 75%, or \$37,500, paid to the Labor Workforce and Development Agency (“LWDA”) and 25%, or \$12,500 paid to PAGA Members). Khoury Decl. ¶ 19, SA ¶ III(67-68).

All Plaintiffs consented to the Class Counsel Fees Payment being apportioned “65% to Cohelan, Khoury & Singer; 25% to Lawyers for Justice; and 10% to Diversity Law Group” when they signed the Settlement Agreement. Khoury Decl. ¶ 20, SA ¶ III(68.b.). Plaintiffs further agreed the 10% payment to Diversity Law Group would be “divided with referring/co-counsel subject to separate agreement.” Khoury Decl. ¶ 21. Plaintiffs request the Class Counsel Litigation Expenses Payment be approved in the amount of actual costs of \$15,204.08 and that the Administration Expenses Payment be approved in the actual charged amount of \$14,750. Khoury Decl. ¶ 22; CPT Decl. ¶¶ 15-16.

Individual PAGA Payments will be made to the 1,013 PAGA members based on the number of Workweeks worked during the PAGA Period, whether or not they opt out of the class settlement. Khoury Decl. ¶ 23, SA ¶¶ I(26), III(69.c.i.).

After all Court-approved deductions from the GSA, the remaining NSA estimated at \$536,712.59 will be distributed to Participating Class Members (Class Members who did not submit a valid and timely request for Exclusion). Khoury Decl. ¶ 24, SA ¶¶ I(30, 38). Submission of a claim form is not required. Khoury Decl. ¶ 25, SA ¶ III(69.a.).

Participating Class Members will receive average Individual Class Payments of \$409.39, and a highest payment of \$1,845.66. CPT Decl. ¶ 13. Payments are allocated one-third to wages, one-third to interest, and one-third to penalties. SA ¶ III(69.b.i.). Form 1099 will be issued for interest and penalties, and Form W-2 for wages. *Id.*

B. Court-Approved Class Notice Dissemination

On September 15, 2023, CPT mailed the Notice Packet to each Class Member, informing them they had until October 30, 2023 to postmark and return written objections or requests for exclusion. CPT Decl. ¶ 7. Two notices were ultimately undeliverable. ¶ 8-9. CPT received no objections, no workweek disputes, and seven valid requests for exclusion. CPT Decl. ¶¶ 10-11.

V. ARGUMENT

A. The Settlement Is Fair, Adequate, and Reasonable

A class action may not be settled without court approval. Rule 23(e). A district court, to grant final approval, must find the proposed settlement is fundamentally fair, adequate, and reasonable. *Staton v. Boeing Co.*, 327 F. 938, 952 (9th Cir. 2003). This decision is committed to the Court's sound discretion. *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1238 (9th Cir. 1998). Nevertheless, the Ninth Circuit has "long deferred to the private consensual decision of the parties." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). "[T]he Court's function is not to second guess the Settlement's terms." *Garner v. State Farm Auto Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 U.S. Dist. Lexis 49477, *21 (N.D. Cal. Ap. 22, 2010).

"In the Ninth Circuit, a court affords a presumption of fairness to a Settlement if: (1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the Settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *Rodriguez v. West Publishing Corp.*, No. CV-05-3222 R(MCx) 2007 U.S. Dist. LEXIS 74849

1 at 32-33 (C.D. Cal. Sept. 10, 2007) (internal citation omitted).

2 The Preliminary Approval Motion applied the *Rodriguez* factors to the
3 instant Settlement. ECF No. 39, pp. 4-5, 9-10. In granting preliminary approval,
4 the Court found the first three *Rodriguez* factors satisfied; the fourth factor, the
5 number of objectors, was unknown until the Class could respond to the Notice.
6 Subject only to the Class' reaction, the Court preliminarily presumed the
7 Settlement was fair, adequate and reasonable. See, ECF No. 42.

8 No Class Member objected and only seven opted-out. CPT Decl. ¶¶ 10-11.
9 The lack of objections supports the presumption the Settlement is fair, adequate
10 and reasonable. See, e.g. *Martin v. AmeriPride Servcs.*, 2011 U.S. Dist. Lexis
11 61796 at *21 (S.D. Cal. June 9, 2011); *In re: Omnivision Techs.*, 559 F. Supp.2d,
12 1036, 1043 (N.D. Cal. 2007) ("By any standard, the lack of objection of the Class
13 Members favors approval of the Settlement.").

14 Nothing has changed since the Court granted preliminary approval of the
15 settlement to negate the presumption of fairness. With the Class' favorable
16 reaction to the Settlement, Class Counsel remains convinced the Settlement is in
17 the Class' best interest. See Khoury Decl. ¶¶ 26-27; Gavron Decl. ¶¶ 7-8; Marder
18 Decl. ¶¶ 7-9; Aiwasian Decl. ¶ 20. No Class Counsel has any relationship that
19 would create a conflict of interest with Legal Aid at Work, which is the
20 designated cy pres recipient. Khoury Decl. ¶ 28; Gavron Decl. ¶ 18; Marder Decl.
21 ¶ 20; Aiwasian Decl. ¶ 19. The cy pres was chosen through arms' length
22 negotiation with Defendant in recognition of the excellent work done by Legal
23 Aid at Work in providing legal assistance to low-income workers. Khoury Decl. ¶
24 28.

25 **B. The Requested Class Counsel Fees Payment Is Reasonable**

26 Ninth Circuit courts assess whether and how to award attorneys' fees in
27 common fund cases as follows:

28 ///

1 Upon motion in a class action, the court “may award reasonable
2 attorney fees and nontaxable costs authorized by law or by
3 agreement of the parties.” Fed. R. Civ. P. 23(h). In “common fund”
4 cases...the Ninth Circuit has stated that “the district court has
5 discretion to use either a percentage or lodestar method” to
6 determine what constitutes a reasonable fee. *Hanlon*, 150 F.3d at
7 1029. Under the percentage method, “the court simply awards the
8 attorneys a percentage of the fund sufficient to provide class counsel
9 with a reasonable fee.” *Hanlon*, 150 F.3d at 1029. In common fund
10 cases, the percentage method is preferred because it is more likely to
11 result in fees that proportionate, predictable, and provide for the
12 protection of the class...Under the percentage method, the Ninth
13 Circuit has established 25 percent of the common fund as a
14 “benchmark” for what constitutes a reasonable fee. *Id.*; *Six Mexican*
15 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir.
16 1990). However, in most common fund cases, the award exceeds that
17 benchmark. *See In re Activision Sec. Litig.*, 723 F. Supp. at 1374-
18 77(noting that “nearly all common fund awards range around 30%”).
19 The Court must show why a particular percentage is reasonable and
20 the ultimate award are appropriate based on the facts of the case.
21 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002).
22 The Ninth Circuit has approved a number of factors which may be
23 relevant to the district court's determination: (1) the results achieved;
24 (2) the risk of litigation; (3) the skill required and the quality of
25 work; (4) the contingent nature of the fee and the financial burden
26 carried by the plaintiffs; and (5) awards made in similar cases. *Id.* at
27 1048-50.

20 *Pasquale v. Kaiser Found. Hosps.* (S.D.Cal. Mar. 15, 2010, No. 08CV785-MMA
21 (NLS)) 2010 U.S.Dist.LEXIS 164275, at *9-10.

22 Here, Class Counsel request a Class Counsel Fees Payment of “One-Third
23 of the Gross Settlement Amount, or approximately \$333,333.33” “to compensate
24 Class Counsel for their legal work in connection with the Action, including their
25 pre-filing investigation, their filing of the Action, all related litigation activities,
26 all Settlement work, all post-Settlement compliance procedures, and related
27 litigation expenses billed in connection with the Action.” Khoury Decl., ¶ 29; SA,
28 ¶¶ I(7), III (68.b.).

1 Class Counsel's proposed hourly rates are reasonable.

2 Class Counsel's proposed hourly rates range from \$500, for a three-year
3 Associate, to \$925 for a Founding or Managing Partner with over three decades'
4 experience. Khoury Decl. ¶ 30; *see also* Gavron Decl. ¶ 20 (\$600 for a ten-year
5 attorney); Marder Decl. ¶¶ 7-9 (\$800 for a twenty-nine year attorney and Founding
6 Partner); Aiwazian Decl. ¶ 11 (blended hourly rate of at least \$750). These hourly
7 rates should be approved. Khoury Decl. ¶ 31.

8 First, these hourly rates are consistent with, and nearly aligned to or in
9 some cases less than, those indexed in the *Laffey* Matrix, an inflation-adjusted
10 methodology of attorney rates for lawyers of varying experience levels first
11 approved by the U.S. Court of Appeals for the District Court of Columbia in
12 *Laffey v. Northwest Airlines, Inc.*, 746 F.2d 4 (D.C. Cir. 1984). The *Laffey* Matrix
13 may be used as an "objective source for setting counsel's hourly rates." *In re HPL*
14 *Technologies, Inc. Securities Litigation*, 366 F. Supp. 912, 921 (N.D. Cal. 2005);
15 but *see Prison Legal News v. Schwarzenegger*, 608 F. 3d 446 (9th Cir. 2010) (not
16 error to decline use of *Laffey* matrix). Khoury Decl. ¶ 32.

17 Second, Class Counsel have been awarded fees at, above, or near those
18 requested in other wage and hour class and PAGA actions. Khoury Decl. ¶ 33,
19 Gavron Decl. ¶ 20, Marder Decl. ¶ 19, Aiwazian Decl. ¶ 11.

20 Finally, Class Counsel's extensive wage and hour class action and PAGA
21 experience warrant granting the rates requested. Khoury Decl. ¶¶ 2-8, 34; Gavron
22 Decl. ¶¶ 9-16; Marder Decl. ¶¶ 11-17; Aiwazian Decl. ¶¶ 14-16.

23 Class Counsel's hours expended are reasonable.

24 Reasonable hours include the time spent before the action is filed,
25 including time spent interviewing the clients, investigating the facts and the law,
26 preparation of all pleadings and filings, and all time spent in the litigation and
27 resolution of a matter. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62
28 (1980).

1 Here, investigation of the claims began when each named Plaintiff
2 contacted their respective Class Counsel with questions about their employment
3 with BCI. Class Counsel prepared PAGA Notices and various Complaints as
4 detailed herein. Class Counsel undertook extensive informal discovery, which
5 included review of wage data, policies, and other records, and discussed
6 settlement thoroughly. Khoury Decl. ¶ 35.

7 After the Parties reached a settlement in principle, Class Counsel continued
8 negotiating, prepared a memorandum of understanding, a settlement agreement,
9 and other supporting documents, and have since prepared motions for preliminary
10 approval, fees, costs, and service payments, and the instant motion for final
11 approval. Khoury Decl. ¶ 36.

12 Class Counsel has expended 625.2 hours, which were necessary to achieve
13 the settlement the Court preliminarily approved as fair, adequate, and reasonable.
14 The total lodestar fee is \$438,802.50. Khoury Dec. ¶ 37, Ex. 2 thereto, Time
15 Summary.

16 The percentage method warrants approval of \$333,333.33 in fees.

17 Courts often award fees equaling one-third of the gross recovery in class
18 action settlements. “[R]egardless whether the percentage method or the lodestar
19 method is used, fee awards in class actions average around one-third of the
20 recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n. 11 (2008); see e.g.,
21 *Laffitte*, 1 Cal. 5th at 485-87 (affirming trial court’s granting of a fee request for
22 one-third of a \$19 million settlement). “Other case law surveys suggest that 50%
23 is the upper limit, with 30-50% commonly being awarded in case in which the
24 common fund is relatively small.” *Cicero v. DirecTV, Inc.*, No. EDCV 07-1182,
25 2010 WL 2991486, at *6 (C.D. Cal. July 27, 2010).

26 In cases where the common fund is under \$10 million, fees are often above
27 25%. *Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1127 (C.D. Cal.
28 2008) (citing *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 297-98

(N.D. Cal. 1995) (most cases cited in which 30-50% of the fund was awarded involved funds of less than \$10 million). This Court has found that “fees approved in similar cases” are consistent with the award requested here. *Shannon v. Sherwood Mgmt. Co.*, No. 19-CV-1101-BAS-JLB, 2020 WL 5891587, at *3 (S.D. Cal. Oct. 5, 2020) (citing *Contreras v. Worldwide Flight Servs., Inc.*, No. CV 18-6036 PSG (SSX), 2020 WL 2083017, at *6 (C.D. Cal. Apr. 1, 2020) (collecting cases)); see also Aiwazian Decl. ¶ 9.

Indeed, Class Counsel have been awarded one-third of the common fund in numerous class action and PAGA actions. Khoury Decl. ¶¶ 38-39. The same should be awarded here, especially given that one-third of the common fund is less than the actual lodestar of Class Counsel. Khoury Decl. ¶ 40.

The lodestar method warrants approval of \$333,333.33 in fees. Class Counsel’s combined lodestar totals \$438,802.50. Khoury Dec. ¶ 37, Ex. 2 thereto, Time Summary; see also Khoury Decl., ¶ 41(\$127,302.50), Ex. 3 thereto, Time Records; Gavron Decl., ¶ 20(\$46,980.00); Marder Decl., ¶ 18 (\$23,920); Aiwazian Decl., ¶ 10, Ex. A (\$240,600). Thus, the lodestar method more than supports awarding \$333,333.33 in fees. Khoury Decl., ¶ 42.

C. The Requested Litigation Expenses Payment Is Reasonable

“Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those class members who benefit by the settlement.” *In re Packaged Seafood Prods. Antitrust Litig.* (S.D.Cal. Aug. 19, 2022, No. 15-MD-2670 DMS (MDD)) 2022 U.S.Dist.LEXIS 150247, at *27-28 (quoting *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996)).

Here, Class Counsel incurred \$15,204.08 in ordinary and reasonable itemized litigation costs that are reimbursable under the Parties’ Settlement Agreement, ¶ III(68). See Khoury Decl. ¶ 43, Ex. 4 (\$9,942.22); Gavron Decl. ¶ 21, Ex. B (\$1,683.75); Aiwazian Decl. ¶ 17, Ex. B (\$3,578.11). This Court should

1 grant reimbursement of these reasonable costs in the amount of \$15,204.08.
2 Khoury Decl. ¶ 44.

3 **D. The Settlement Administration Expenses Are Reasonable**

4 Class Counsel seeks payment of \$14,750 to CPT Group, Inc., the
5 appointed Settlement Administrator, for its work noticing the Class and
6 administering the Settlement. The Parties have no objection to this payment, and
7 no objections have been asserted by any Class member. Khoury Decl. ¶ 45; CPT
8 Decl. ¶¶ 11,15, Ex. B thereto.

9 CPT has, and will continue to, administer the Settlement following final
10 approval by calculating Settlement Payments to all Participating Class Members
11 and Aggrieved Employees, printing and mailing settlement checks, voiding
12 uncashed checks, and forwarding the sum represented by uncashed checks to the
13 cy pres Legal Aid at Work. Khoury Decl. ¶ 46, SA ¶ IV(74); CPT Decl. ¶¶ 13-15,
14 Ex. B.

15 **E. The Requested Class Representative Service Payments Are**
16 **Reasonable**

17 “[A] class representative is entitled to a fee in a California class action.”
18 *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1394 (2010). Service
19 payments “compensate class representatives for work done on behalf of the class,
20 [and] to make up for the financial or reputational risk undertaken in bringing the
21 action.” *Id.* Plaintiffs “should be compensated for the expense or risk they have
22 incurred in conferring a benefit on other members of the class.” *Clark v. Am.*
23 *Residential Services LLC*, 175 Cal. App. 4th 785, 806 (2009).

24 This Southern District Court has awarded plaintiffs service payments of
25 \$10,000 or more for their service in prosecuting wage and hour class and
26 representative actions. *See, e.g., Alfonso v. FCA US LLC* (S.D.Cal. Feb. 21, 2023,
27 No. 3:17-cv-02594-JO-AHG) 2023 U.S.Dist.LEXIS 33574, at *13 (approving
28 and awarding \$10,000 to each of two plaintiffs in automotive consumer class

1 action settlement); *Blount v. Host Healthcare, Inc.* (S.D.Cal. Apr. 12, 2022, No.
2 21-cv-310-MMA (WVG)) 2022 U.S.Dist.LEXIS 67891, at *31 (approving a
3 \$10,000 service award, though “at the high end” “in light of the time and effort
4 Plaintiff expended on this litigation, the benefit obtained for the class, and the
5 risks associated with bringing a class action lawsuit against a former employer.”);
6 *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416 at *24-26 (S.D.
7 Cal. June 1, 2010) (“The \$25,000 incentive award is ... well within the acceptable
8 range awarded in similar cases.”).

9 Alternatively, the Southern District has approved a service payment of
10 \$5,000 in addition to a general release payment of \$10,000 to a plaintiff to
11 compensate the plaintiff for work performed and for the value of the release. See
12 *Guerrero v. United States Gypsum Co.* (S.D.Cal. Dec. 30, 2022, No. 3:21-cv-
13 01502-RBM-JLB) 2022 U.S.Dist.LEXIS 233930, at *23.

14 Here, each Plaintiff has executed a general release for which they are not
15 being compensated. Khoury Decl. ¶ 47, SA, ¶ IV(75). The only compensation
16 sought by each Plaintiff is a \$10,000 Class Representative Service Payment.
17 Khoury Decl. ¶ 48, SA, ¶ III(68.a.). Each Plaintiff spent considerable time
18 finding attorneys, filing their actions, and prosecuting their actions through
19 settlement. ECF Nos. 39-5 (“Ringo Decl.”) ¶¶ 2-5, 39-6 (“Anderson Decl.”) ¶¶ 2-
20 5, 39-7 (“Scott Decl.”) ¶¶ 3-9, 13, 39-8 (“Lockett Decl.”) ¶¶ 9-11, 39-9
21 (“Williams Decl.”) ¶¶ 9-11. In addition, Plaintiffs worked at different Kaiser
22 locations, giving Class Counsel valuable insight into Defendant’s operations at
23 these different locations. Khoury Decl. ¶ 49, ECF No. 34 (Scott in San Diego
24 County, Lockett and Williams in Riverside County, and Ringo and Anderson in
25 Los Angeles County). The time expended, risks undertaken, results achieved, and
26 releases given warrant these \$10,000 payments being approved. Khoury Decl. ¶
27 50.

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F. The PAGA Settlement Is Reasonable

The PAGA portion of the Settlement need not meet Rule 23(e) requirements. *Villalobos v. Calandri Sonrise Farm LP*, 2015 WL 12732709, at *5 (C.D. Cal. July 22, 2015) (“[t]here is no requirement that the Court certify a PAGA claim for representative treatment like in Rule 23”). However, because a settlement of PAGA claims compromises a claim that could otherwise be brought by the state, the PAGA provides that “court[s] shall review and approve any settlement of any civil action filed pursuant to [PAGA].” Cal. Labor Code § 2699(1)(2). A PAGA settlement amount must not be “unjust, arbitrary and oppressive, or confiscatory.” Cal. Labor Code § 2699(e)(2).

Here, the Court should approve the PAGA settlement of \$50,000. This amount represents five percent of the Gross Settlement Amount and is higher than allocations approved in other approved settlements. *See, e.g., Alcala v. Meyer Logistics, Inc.*, No. CV177211PSGAGRX, 2019 WL 4452961, at *9 (C.D. Cal. June 17, 2019) (1.25% of settlement reasonable and collecting cases); *In re Uber FCRA Litig.*, No. 14-CV-05200, 2017 WL 2806698, at *2 (N.D. Cal. June 29, 2017) (approving an allocation of .1%, i.e., \$7,500 of a \$7,500,000 settlement, to PAGA penalties). Khoury Decl. ¶ 51.

The 1,013 Aggrieved Employees will receive an average Individual PAGA payment of \$12.34, with the highest PAGA payment of \$34.86. CPT Decl. ¶ 14.

In addition, Plaintiffs notified the Labor and Workforce Development Agency of the settlement, and the LWDA has not objected. ECF No. 39-2, pp. 83. Accordingly, the Court should approve the PAGA settlement. Khoury Decl. ¶ 52.

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VI. CONCLUSION

Plaintiffs respectfully request the Court grant Plaintiffs' instant motion, and approve the Class Representative Service Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and Administration Expenses Payment.

COHELAN KHOURY & SINGER

Dated: November 17, 2023

By: Rosemary C. Khoury

Isam C. Khoury

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